

Exhibit K

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About Policies

Summary

As an Apple employee, you are responsible for understanding and abiding by Apple policies and guidelines. You also are responsible for keeping informed of the additions and changes to these policies and guidelines.

After reviewing these policies and guidelines, talk to your manager or Human Resources representative if you have questions or need more information.

Violation of an Apple policy could result in disciplinary action, up to and including termination.

Ethical Standards

Apple's ethical standards are just as important as Apple policies. Any time you become aware of a potential violation of any of the ethical standards as described in Apple's Business Conduct Policy, you must immediately notify Apple's Law Department, your Human Resources representative (located on MyPage) or the Business Conduct Helpline.

Guidelines for Policy Usage

Policies Apply to All Employees

These policies apply to all employees of Apple Inc. and participating subsidiaries in the United States. In the case of subsidiaries, portions of these policies may not apply or may be modified, as determined by that subsidiary.

Due to the limited duration of employment – generally for either a three-month or six-month assignment – certain policies may not apply to college interns.

Exhibit L

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JOHN HARDY

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GEAR & GADGETS / PRODUCT NEWS & REVIEWS

Bricks in iPod boxes: the retail employee perspective

The tech world is full of mysteries. We try to answer one of the least ...

by Jacqui Cheng - July 12 2009, 11:30pm EDT

158

Rocks in iPod boxes. Bricks in MacBook boxes. Hell, we've even seen meat in iPod boxes.

We hear the stories every few months about some poor sap who thinks he's buying a new gadget from the store, only to discover a next-gen set of cement chips once he gets home and peels the plastic off. But how (and why) does this kind of thing happen? We spoke to three former retail employees to find out.

Whodunnit

The thing we learned right off the bat is that this phenomenon has been going on for many, many years, though it received more coverage lately because of the blogosphere's popularity explosion. With more people buying music players, laptops, and other gadgets than ever and with more venues available to vent about bad experiences online, it's easy to raise a public outcry when this kind of thing happens.

"We had it happen a few times (mainly replaced by old or broken merchandise), and it was usually a judgment call regarding whether it was credible or not," said one former Cambridge Soundworks employee.

The general consensus, however, is that customers themselves are responsible for the large majority of these cases. People purchase an expensive item, take it home, replace it with bricks, and sometimes even shrinkwrap the box for a return. Many retail stores won't check a box that looks like it was never opened in the first place, making this an easy switch to pull.

"If you get the right customer service rep who's had a bad day—or perhaps even someone you know at the store—then return an item at the right time, they don't check the box and you get your money back," a former Circuit City employee named David told Ars. "Maybe the store is really busy and everyone is in a rush, and people just assume that with many electronics, the weight is enough proof."

Our three-man panel was split on the likelihood of employees being responsible for the switcheroo. David said that his time at Circuit City exposed him to lax return policies from manufacturer warehouses, and he said that there were many times when the store itself could just shrinkwrap a returned item to sell with an open box discount.

"You learn a few other tricks and you can have your own little electronics trade going on," he said. But the Cambridge Soundworks employee disagreed: "Employees have much easier ways of stealing merchandise—there's enough material there for another article altogether!"

Regardless of who's responsible, a former Apple Store employee also named David felt strongly that there's a reason certain chains have this problem more than others—varying inventory management policies. Apple apparently experiences this problem so little (if at all) that it's not even on the radar. Every single returned item must be inspected by a Genius at an Apple Store before taking it back, and Circuit City David agreed that items that have been shrinkwrapped at home still display telltale signs of being opened—an observant employee should be able to identify tampering even with a box that is still wrapped. The key is the "observant" part.

As for employee theft, Apple keeps its stockroom locked with more locked cages inside, and employees must sign out a key from a manager before gaining access to product. And that's not all. "All employees' bags had to be searched by a manager prior to leaving the store at the end of a

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shift," Apple David said. "Any personal tech gear had to be registered with the store, and a manager would issue a 'personal technology card' with your items and their serial numbers, which would be checked every time you left the building with said gear."

Still, when you find yourself with a box full of masonry instead of a laptop, the store's lax inventory management policies are often at the bottom of your list of worries for the moment. Everyone we spoke to recommended either opening the box in the store ("You might look like a douche when stepping aside to open your new gadget, but making sure you actually got your money's worth is rarely a bad idea," Circuit City David said), or calling immediately upon discovery. One person also suggested that requesting another unit instead of a refund can go a long way to back up your claim that you're a victim and not the victimizer.

We have many readers who spent at least some time selling electronics in their youth—what are your experiences with this kind of thing? Can you top the meat story? Have any tips to offer cautious buyers?

READER COMMENTS 158

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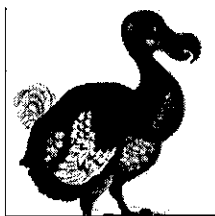
Jacqui Cheng / Jacqui is an Editor at Large at Ars Technica, where she has spent the last eight years writing about Apple culture, gadgets, social networking, privacy, and more.

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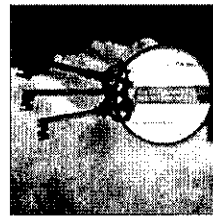
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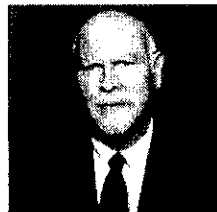
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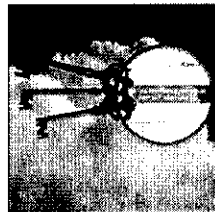
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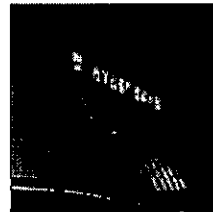
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Exhibit M

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*Attorneys for Plaintiffs Amanda Frlekin, Dean Pelle,
 Adam Kilker, Brandon Fisher and the Putative Classes*

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

AMANDA FRLEKIN and DEAN PELLE on behalf
 of themselves and all others similarly situated,

Plaintiffs,

v.

APPLE INC., a California corporation,

Defendant.

ADAM KILKER and BRANDON FISHER on
 behalf of themselves and all others similarly
 situated

Plaintiffs,

v.

APPLE INC., a California corporation,

Defendant.

CASE NO. 13-cv-3451-WHA

**DECLARATION OF
 MELODY IDAKAAR IN SUPPORT
 OF PLAINTIFFS' MOTION FOR
 CLASS CERTIFICATION**

CASE NO. 13-cv-3775-WHA

1 I, Melody Idakaar, declare under penalty of perjury, under 28 U.S.C. § 1746, that the
2 following is true and correct:
3

4 1) I am a resident of Livingston, New Jersey. I have opted into this action by filing a
5 consent form to be a party plaintiff and I submit this Declaration based upon my own person
6 knowledge and experience in support of Plaintiffs' motion to the Court for an order permitting
7 Court supervised notification to potential class members.
8

9 2) I was employed by Defendant Apple, Inc. ("Apple") to work in their retail store
10 located at 767 Fifth Avenue, New York, NY 10153, as a part-time hourly paid Specialist from in or
11 around May of 2011 until in or around April of 2012 and as a full-time hourly paid Specialist from
12 in or around April of 2012 until in or around March of 2013. As a part-time employee for Apple, I
13 usually worked more than 40 hours per week during product launches and the holiday season and
14 as a full-time employee I worked more than 40 hours per week on a regular basis.
15

16 3) My job duties as a Specialist employed by Apple included, but were not limited, to
17 floor sales, greeting customers, working at the cash wrap, being an assistant presenter for field trips
18 in the Apple store, and general customer service.
19

20 4) From the start of my employment at Apple in or around May of 2011 until in or
21 around July of 2012, I was paid an hourly rate of \$14.00. From in or around July of 2012 until the
22 end of my employment with Apple in or March of 2013, I was paid an hourly rate of \$17.00.

23 5) As a full-time Specialist, I worked an average of 42-46 hours per week at Apple. In
24 addition, as a part-time Specialist, I worked up to 40-42 hours per week at Apple during a product
25 launch or the holiday season and an average of 33-35 hours per week at Apple during the non-
26 holiday or non-product launch seasons. These total hours include time spent undergoing and
27 waiting for "personal package and bag searches" and "personal technology card" checks. To date,
28 I have not been compensated for all of this time.

6) When I was initially hired by Apple, I was given a copy of an Apple Training

1 Manual. I understood that the policies and procedures contained within the Apple Training
2 Manual applied to myself and all other hourly paid Apple retail store employees.

3 7) I was verbally instructed by Apple Managers to clock out prior to leaving the store
4 and subjecting myself to the security checks referred to as "personal package and bag searches"
5 and a "personal technology card" check. As a result, during every shift of my employment at
6 Apple, I clocked out prior to undergoing a "personal package and bag search" and "personal
7 technology card" check when taking a meal break and at the end of my shift. Among the
8 numerous Managers and Security Guards, with knowledge of this were Aaron Mounier, Claudio
9 Masseli and Sheba George.

10 8) It was widely known by all Apple hourly paid employees that we would have to
11 clock out prior to undergoing a "personal package and bag search" and "personal technology card"
12 check.

13 9) I understood that failure to comply with this policy could lead to disciplinary action,
14 up to and including termination.

15 10) The "personal package and bag searches" were conducted every time I left the store
16 and required me to find a manager or security guard that was not already assisting a customer. If a
17 security guard was available then the security guard would search the contents of my bags to
18 ensure I had not stolen any merchandise. If a security guard was not available, I had to find a
19 manager who would then have to find another security guard who would then search the contents
20 of my bags to ensure I had not stolen any merchandise.

21 11) In addition, that same security guard also had to check my "personal technology
22 card" which contains my name, the Apple product I own and occasionally brought to work (a
23 Macbook Pro), and the serial number of my Macbook Pro. The security guard then compared the
24 serial number on my "personal technology card" with the serial number on my Macbook Pro to
25 ensure I was only leaving with my personal Apple product.

26 12) All together, the "personal package and bag search" and "personal technology card"
27 check would often take approximately 13 – 20 minutes per shift to complete. This time was even
28 longer if the security guard was not where he was supposed to be and/or if a large number of

1 employees were leaving the store at the same time, thus creating a long line of employees waiting
2 to have their bags searched and personal Apple products checked before they were able to leave
3 the store. As a result, I was subjected to waits of as much as 30 minutes off-the-clock at the end of
4 a shift in order to undergo these security checks. Furthermore, customers were never subjected to
5 these security checks, only Apple employees would be forced to undergo these security checks.

6 13) There were at least 900 individuals employed at my Apple retail store location. Out
7 of these 900 individuals, there would be at least 350 hourly-paid employees working on each shift,
8 and only about 10 managers and 10 security guards on the shift. Given these unequal staffing
9 numbers and the fact that shifts often ended at the same time, many employees were often waiting
10 on long security check lines with me. I was not compensated for any of this time spent waiting or
11 undergoing security checks.

12 14) I believe that I should have been compensated for the time I spent waiting for and
13 undergoing these security checks. These "personal package and bag search" and "personal
14 technology card" checks were beneficial to Apple as they prevented and deterred stealing amongst
15 Apple retail store employees. The retail store employees, like myself, received no benefit from
16 being forced to subject ourselves to the uncompensated searches every time we left the store.

17 15) These searches occurred every time I left the store, for either a rest break, meal
18 break, or at the end of my shift. These searches took a substantial amount of time to complete.
19 During any given week as a part-time employee of Apple, I would spend approximately 52-80
20 minutes waiting in line for and undergoing these uncompensated security checks, and during any
21 given week as a full-time employee of Apple, I would spend approximately 65-100 minutes
22 waiting in line for and undergoing these uncompensated security checks. Over the entire course of
23 my employment with Apple, I have likely been forced to wait for and undergo these
24 uncompensated security checks for approximately 68-105 hours.

25 16) Because these security checks should have been, but were not compensated for all
26 Apple retail store employees, I have voluntarily opted-in to this lawsuit in order to recover these
27 earned but unpaid straight and overtime wages.
28

1 Dated: November 8th, 2013
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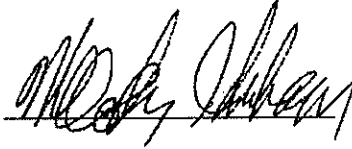

Melody Idakaar

Exhibit N

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joshuarayer [<http://www.cnet.com/profile/joshuarayer>] Jul 30, 2013

Everyone, IT ISNT JUST A BAG CHECK. They also check the serial numbers of all your iDevices that you bring into the store to make sure you arent trying to walk out with a stores iDevice. When you first start working at an Apple retail store, they give you a card that you right down your iDevice serial numbers on, a manager checks it to make sure it matches the serial on your devices and then signs the card to show it was approved/seen/verified by a manager. Every time you leave the store, for a break or getting off the clock, they have to make sure any iDevice you have on you, the serial matches the number written on that card that you keep on you. I worked at an Apple retail store 4 years and this is what they were doing.



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View Single Post		View Entire Thread: Apple Retail Employees File Class Action Lawsuit Over 'Bag Check' Lost Wages	
Jul 30, 2013, 12:22 AM		#473	
<p>mabhat macrumors 6502 Join Date: Jan 2009</p>	<p>Quote:</p> <p>Originally Posted by Mr Rabbit </p> <p><i>The problem though is that it's not just "bag checks", you are issued a tech card that carries the make and serial number of any Apple branded technology you bring into work. This includes iPhones, iPads, iPods, Macs, etc. Having to wait ten minutes after clocking out, on an always busy sales floor, people bumping into you, etc just so a manager can glance at your phone & card (rarely actually checking the numbers) to allow you to leave gets to be frustrating as hell after a while. Honestly at the end of the night it was rarely a problem since the managers were MUCH less occupied with pressing issues, i.e. customers.</i></p> <p><i>Other managers if there were two at the end of a shift or one of the last employees leaving as the manager locks up. Almost always performed outside the glass doors to ensure no theft.</i></p> <p>Just make sure your personal phone is a Samsung!</p>		
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Jul 30, 2013, 12:31 AM		#474	
<div>bedifferent macrumors Demi-God</div> <div></div> <div>Join Date: Jan 2009 Location: NY</div>	<p>Absolutely. Years back I was in retail management for Apple, we got hammered on employee theft and shrinkage. We weren't nearly as busy as they are today, even still employees had to clock out online in order to be checked out. Myself being diabetic, I have to bring a messenger bag to work for my test kit and insulin in addition to work related documents. Even as manager, we had to be examined before leaving, which cut my hourly by 15-20 minutes, resulting in blood sugar levels becoming a bit off as I had little time to eat and make adjustments.</p> <p>This isn't about whiny or entitled individuals, it is simply a matter of policy. There is always a back end manager in the office, etc. who can easily check bags as part-time specialists leave. It does add up, and Apple certainly has been aware of the matter for quite a long time. They're a corporate entity, they will do whatever they can to squeeze every last penny from customers and employees. Not news. People used to take it at face value, now people have become empowered by the internet through petitions, determining if legal action is applicable, then find an attorney.</p> <p>People complain about "unions" while forgetting that unions were established in the face of corporate workplace abuse. Without the efforts of many before us, we would have less recourse in our employment conditions. Now, instead of unions, we have class action lawsuits. The irony.</p> <div>Any sufficiently advanced technology is indistinguishable from magic.</div> <div>Arthur C. Clarke</div> <div>2</div>		
<div>Close this window</div>			

jman225

Joined: Jun 2013

Posts: 6

offline

Apple retail workers file class action suit claiming lost wages over bag searches. Page 7

Having worked at an apple store in the past for 2 years I can promise you this is a big deal for employees. They preach "assume positive intent" yet don't practice it. Every time you leave the building you are required to show your iPhone serial number and a "tech card" which has their devices serial number on it and is signed by a manager. Being in a very busy store, it's never easy to find a manager to "check you out". They're always doing something and sometimes that process takes 10 minutes or more. Not cool when you have a 15 minute break and need to be back on time to support your team.

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[joshuarayer](http://www.cnet.com/profile/joshuarayer) [<http://www.cnet.com/profile/joshuarayer>] Jul 30, 2013

[@Tastidian](http://www.cnet.com/profile/Tastidian) [<http://www.cnet.com/profile/Tastidian>] Checking the serial doesnt take too long, but in some stores that are always extremely busy like the store I worked at(Orlando so

lots of tourists all the time), it could take some time before a manager can be made available to check your devices. And at night, everyone has to leave together so there could be 10 employees that all have to be checked at the same time before everyone leaves.



David August 3, 2013 at 1453

When I was with Apple retail, my store was quite diligent with breaks and ensure all breaks were taken regardless of how busy it was with the purpose of avoiding a lawsuit.

I would agree about the bag check issue though. I have nothing against them and feel they are entirely appropriate, but management at my store and evidently at other stores showed an utter disregard for our personal time. In order to get a bag check you need to be punched out, then you need to run around a crowded store to find a manager. Often time, the manager on the floor will be interacting with a customer and will not briefly pause the interaction for a bag check. Some managers get annoyed too when you're off to the side waiting for them to check your bags. Also if you called the manager's office to ask if someone can come out to perform bag checks because the managers on the floor are busy, they would often make some snarky remarks and act as if we've seriously inconvenienced them.

Due to the traffic in our store, it was not unusual for employees to leave 30 minutes beyond the end of their shift, and we would obviously not be compensated for that time. Also, employees got so fed up with waiting that many simply lied about not having any Apple technology on their person and would leave without having their tech cards checked during breaks.

Reply

Exhibit O

REDACTED

Begin forwarded message:

From: REDACTED
Subject: Clarification of tech check policy?
Date: November 5, 2012 at 3:27:25 PM EST
To: crossgates@apple.com

Hi Leadership Team,

I'm writing to ask for clarification of the tech checks policy. I understand that store policy is to perform a personal technology check every time an employee leaves the store. My concern is that since it's a work-related activity, tech checks shouldn't be performed off the clock or while on break. There is an obvious issue here - the point of the policy is to prevent employees from accidentally walking off with store property, but we often have to wait for minutes at a time because of how busy the store has become. If we are being paid for this (since it's a work requirement), it's not a problem, but then we have to go in the back of the store (where there's inventory) to clock out, which seems to negate the effectiveness of the whole policy.

Should we be off the clock when waiting for a tech check, or perform the tech check on the floor, clock out in back, and then leave the store? Should our 15s start (if we are leaving the store) before or after the tech check on the floor? Based on my knowledge of cases like this with major retailers, I am trying to help Apple to avoid a lawsuit by pointing out this potential problem.

REDACTED

Exhibit P

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11 Attorneys for Plaintiff Taylor Kalin, the Classes
12 and Aggrieved Employees

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 Taylor Kalin, individually and on behalf of
18 all the classes and aggrieved employees,

19 Plaintiff,

20 vs.

21 Apple, Inc.,

22 Defendant.

23 **Case No.**

24 **Class, Collective and Representative
25 Action Complaint:**

- 26 1. Failure To Pay Wages
- 27 2. Fair Labor Standards Act
28 Violations
3. Waiting Time Penalties
4. Wage Statement Violations
5. Unfair Competition
6. Civil Penalties under the Private
Attorneys General Act (Labor
Code § 2698 *et seq.*)

Demand for Jury Trial

Class, Collective and Representative Action Complaint

1 Plaintiff Taylor Kalin ("Plaintiff") brings this Class, Collective and Representative
2 Action Complaint against Defendant Apple, Inc. and on information and belief alleges as
3 follows:
4

5 JURISDICTION

- 6 1. Plaintiff, on behalf of himself and all others similarly situated and aggrieved
7 employees, brings this class, collective, and representative action for recovery of
8 unpaid wages and penalties under California Labor Code Sections identified
9 below, Industrial Welfare Commission Wage Order No. 4 ("IWC Wage Order"),
10 California Business and Professions Code Section 17200, *et seq.*, and the Fair
11 Labor Standards Act ("FLSA") and for injunctive relief, declaratory relief, and
12 restitution.
- 13 2. This Court has jurisdiction over Defendant's violations of the FLSA pursuant to 29
14 U.S.C. Section 216 and 28 U.S.C. Section 1331 because the action asserts rights
15 arising under federal law.
- 16 3. This Court has jurisdiction over Defendant's violations of the state law provisions
17 alleged herein because these claims derive from the same common nucleus of
18 operative facts as the FLSA claim.
- 19 4. Defendant is subject to the personal jurisdiction of this Court pursuant to 28 U.S.C.
20 Section 1391(c) because it operated retail stores where it employed Plaintiff
21 within the Northern District of California.

22 VENUE

- 23
- 24 5. Venue is proper in the Northern District of California under 28 U.S.C. Section
25 1391 because Apple is headquartered in this judicial district and a substantial part
26 of the events giving rise to the claims asserted herein occurred in this judicial
27 district.
- 28 6. This matter is properly assigned to the San Francisco Division of this District

1 pursuant to Civil Local Rule 3-2(c) because Defendant maintains numerous retail
2 stores within the counties comprising the San Francisco Division and employs
3 numerous hourly non-exempt employees at those locations, who, on information
4 and belief, were subjected to Defendant's illegal policies and practices alleged in
5 this action. As stated in Defendant's written rules, the mandatory personal package
6 and bag search policy "appl[ies] to all employees of Apple Inc. and participating
7 subsidiaries in the United States." *See* Apple Employee Policies. Therefore, a
8 substantial part of the events or omissions that give rise to the claims occurred
9 within this Division within the meaning of Civil Local Rule 3-2(c).

10 **PARTIES**

- 11
- 12 7. Plaintiff is a California resident residing in San Francisco County. During the four
13 years immediately preceding the filing of the Complaint in this action and within
14 the statute of limitations periods applicable to each cause of action pled herein,
15 Plaintiff was employed by Defendant as an hourly non-exempt employee. Plaintiff
16 has lost money and/or property and has been deprived of the rights guaranteed to
17 him by the FLSA, California Labor Code provisions, California Business and
18 Professions Code Section 17200 *et seq.* (Unfair Competition), and California
19 Industrial Welfare Commission Wage Order 4-2001 (hereafter "Wage Order 4-
20 2001").
- 21 8. Defendant Apple, Inc. is a California corporation that is headquartered in
22 California. During the four years preceding the filing of the Complaint and
23 continuing to the present, Defendant operated retail stores in California and
24 elsewhere within the United States and the world.

25 **GENERAL FACTUAL ALLEGATIONS**

- 26
- 27 9. For the purposes of this matter, Class Members include, but are not limited to,
28 Kalin and all non-exempt employees who were employed by Apple as non-exempt

1 Specialists, Lead Specialists and Expert Specialists (“Specialists”) and non-exempt
2 Managers, Senior Managers, Developmental Managers and Business Managers
3 (“Managers,”). Specialists and Managers are collectively referred to as Hourly
4 Employees.

- 5 10. A Specialist’s duties include customer support relating to retail sales of Apple
6 products and accessories. Specialists are also required to have knowledge of and be
7 able to perform light diagnostic checks on Apple hardware and software. A
8 Manager’s duties include overseeing the Specialists and tending to customer-
9 related needs. Specialists and Managers are non-exempt hourly employees who are
10 entitled to overtime compensation.
- 11 11. Plaintiff was employed by Defendant as a full-time non-exempt Specialist at stores
12 in Spokane and San Francisco from approximately September 2010 to November
13 2012.
- 14 12. Hourly Employees are required to clock in when they arrive at work, clock out
15 when they go on a meal break, clock in when they return from a meal break and
16 clock out when they leave for the day. The time-keeping system and the
17 procedures for using it are the same at each Apple retail store. In this regard, Apple
18 uses time tracking software developed by Kronos, Inc. The software requires
19 Hourly Employees to enter a username and password to clock in and clock out
20 each day.
- 21 13. Kalin typically was required to arrive 15 minutes or more before his shift was
22 scheduled to begin because there was typically a line of employees waiting to
23 clock in on time and he never knew how long the line would be. On Launch days,
24 it would take up to 30 minutes or more to clock in because of the lines. Similarly,
25 when Hourly Employees returned from their meal periods, they were required to
26 wait in line to clock in.
- 27 14. Apple did not compensate Kalin or the other Hourly Employees for the time they
28

1 were required to spend waiting in line to clock in.

2 15. Kalin and other Hourly Employees were required to use company devices at work.
3 Kalin and other Hourly Employees were required by Apple to check the devices
4 out at the beginning of their shift and check the devices back in at beginning of the
5 meal period if they left the premises and at the end of the shift, after the employees
6 had clocked out. Because many Hourly Employees were required to do this, the
7 check-in time could take anywhere from five to 45 minutes or more.

8 16. After they had clocked out at the end of their shifts or at the beginning of the meal
9 breaks, after they checked in the devices, Kalin and other Hourly Employees were
10 required to undergo personal package and bag searches before they were permitted
11 to leave the store.

12 17. Apple has adopted a uniform nationwide policy that provides “[a]ll employees,
13 including managers and Market Support employees, are subject to personal
14 package and bag searches.” *See* Apple Employee Conduct Manual. If an Hourly
15 Employee refuses to submit to this security screening or deviates from the
16 corporate policy in any way, it “could result in disciplinary action, up to and
17 including termination.” *See* Apple Employee Policies. Hourly Employees were and
18 are required to wait in line and be searched for potential or possible store items or
19 merchandise taken without permission and/or other contraband. Thus, at the
20 discretion and control of the Defendant and solely for its benefit, Plaintiff and
21 other Hourly Employees were and are required to wait in line for security checks
22 for at least 10-15 minutes each day before leaving for their meal breaks and at the
23 end of their shift after they had already clocked out. This daily 10-15 minute
24 uncompensated waiting time during security checks was done in order to undergo
25 searches for possible contraband and/or pilferage of inventory. Because such
26 screening is designed to prevent and deter employee theft, a concern that stems
27 from the nature of the employee’s work (specifically, their access to high value
28

1 electronics and merchandise), the security checks and consequential wait time are
2 necessary to the employee's primary work and done solely for Apple's benefit.

- 3 18. A large number of Specialists and Managers leave for lunch at the same time
4 and/or end their shifts at the same time. This creates lengthy lines and backups for
5 managers, members of the security team and others authorized to conduct security
6 screenings who are often times engaged in other job related duties. As a result,
7 Hourly Employees are forced to wait in these lines and undergo lengthy off-the-
8 clock security screenings before they are allowed to leave the premises. This
9 work, done primarily for the employer's benefit, is time which Hourly Employees
10 should be, but are not compensated for, both straight hours and overtime hours
11 worked in excess of 40 in a week or, in California, in excess of eight in a day.
- 12 19. Apple's corporate employee conduct policy mandates and requires that Specialists
13 "[f]ind a Manager or member of the security team (where applicable) to search
14 [their] bags and packages before [they] left the store." *See* Apple Employee
15 Conduct Manual. Additionally, the policy forbids Specialists and Managers from
16 leaving the store "prior to having [their] personal package or bag searched by a
17 member of management or the security team (where applicable)." *Id.*
- 18 20. These policies are uniform throughout every Apple retail store and "apply to all
19 employees of Apple Inc. and participating subsidiaries in the United States." *See*
20 Apple Employee Policies. Thus, these uncompensated wait times and security
21 screenings unlawfully deprive Hourly Employees in Apple's retail stores
22 throughout the country of the proper compensation due them.
- 23 21. Waiting in lines to clock in, waiting in lines to check equipment in, and waiting in
24 line and undergoing security checks were significant, integral, indispensable, not
25 de minimis tasks or requests and were done solely for Apple's benefit to allow
26 Apple to track its employees' hours and to prevent employee pilferage.
- 27 22. Apple did not compensate Kalin or the Hourly Employees for this time.
28

- 1 23. Defendant knowingly and intentionally, as a matter of uniform policy and practice,
2 failed to furnish Plaintiff and members of the Wage Statement Class with accurate
3 and complete wage statements regarding their regular rates of pay, rates of
4 overtime pay, total gross wages earned, and total net wages earned in violation of
5 Labor Code Section 226.
- 6 24. Defendant's failure to furnish Plaintiff and members of the Wage Statement Class
7 with complete and accurate itemized wage statements resulted in actual injury
8 because such failures led to, among other things, the non-payment of all their
9 regular and overtime wages and deprived them of the information necessary to
10 identify the discrepancies in Defendant's reported data.

11 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

- 12
- 13 25. **Class Definition:** Plaintiff brings this action on behalf of himself and the
14 following Classes pursuant to Rule 23 of the Rules of Federal Procedure and the
15 FLSA.

- 16 26. **The California Unpaid Wages Class.** This consists of:

17 All Hourly Employees who worked in an Apple, Inc. retail store in the
18 United States, who are or were employed within the three years preceding
19 the filing of this action by the Defendant to the present and who were: (a)
20 not compensated for off-the-clock time spent waiting to clock in, waiting to
21 check in equipment, or waiting in security screening lines and undergoing
22 personal package and bag searches before being allowed to leave the
premises; and/or (b) were not fully compensated for this time worked over
eight per day and/or over 40 hours per week at overtime rates.

23 Excluded from the California Unpaid Wages Class are Defendant, its legal
24 representatives, officers, directors, assigns, and successors, and any
25 individual who has or had a controlling interest in Apple. Also excluded are
26 persons and entities who submit timely and otherwise proper requests for
exclusion from the FLSA Class.

- 27 27. **The FLSA Class.** This consists of:
- 28

1 All Hourly Employees who worked in an Apple, Inc. retail store in the
2 United States, who are or were employed within the three years preceding
3 the filing of this action by the Defendant to the present and who were: (a)
4 not compensated for off-the-clock time spent waiting to clock in, waiting to
5 check in equipment, or waiting in security screening lines and undergoing
6 personal package and bag searches before being allowed to leave the
premises; and/or (b) were not fully compensated for this time worked over
40 hours per week at overtime rates.

7 Excluded from the FLSA Class are Defendant, its legal representatives,
8 officers, directors, assigns, and successors, and any individual who has or
9 had a controlling interest in Apple. Also excluded are persons and entities
10 who submit timely and otherwise proper requests for exclusion from the
FLSA Class.

11 28. **The Wage Statement Class.** This consists of members of the California Unpaid
12 Wages Class for whom Defendant failed to pay all compensation owing them.

13 29. **The Waiting Time Penalty Class.** This consists of Defendant's formerly
14 employed members of the California Unpaid Wages Class.

15 30. **Numerosity/Ascertainability.** The members of the Classes are so numerous that
16 joinder of all members would be unfeasible and impracticable. The membership of
17 the classes and subclasses are unknown to Plaintiff at this time, but Plaintiff
18 estimates that the Classes number greater than 1,000 individuals as to each Class.
19 The identity of such membership is readily ascertainable via inspection of
20 Defendant's employment records.

21 31. **Common Questions of Law and Fact Predominate/Well Defined Community**
22 **of Interest.** There are common questions of law and fact as to Plaintiff and all
23 other similarly situated employees, which predominate over questions affecting
24 only individual members including, without limitation to:

25 A. Whether Defendant violated the applicable Labor Code provisions including,
26 but not limited to Sections 510 and 1194 by failing to pay for all regular
27 and/or overtime hours worked;
28

- 1 B. Whether Defendant failed to keep legally compliant records for the members
2 of the Wage Statement Class pursuant to Labor Code 226;
3 C. Whether Defendant failed to maintain accurate records for members of the
4 Record Keeping Class;
5 D. Whether Defendant's policies and/or practices for the amount of payment of
6 final wages to members of the Waiting Time Class at the time of the
7 termination of their employment were unlawful;

8 32. **Predominance of Common Questions.** Common questions of law and fact
9 predominate over questions that affect only individual members of the Classes.
10 The common questions set forth above are numerous and substantial and stem
11 from Defendant's policies and/or practices applicable to each individual class
12 member, such as their failure to pay for time waiting to clock-in, time waiting to
13 check-in equipment, and/or time waiting in security lines. These common
14 questions predominate over individual questions concerning each individual class
15 member's showing as to his or her eligibility for recovery or as to the amount of
16 his or her damages.

17 33. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
18 Plaintiff was employed by Defendant as an hourly, non-exempt employee in
19 California and the United States during the statutes of limitation applicable to each
20 claim alleged in the Complaint in this action. Plaintiff, like the members of the
21 Classes, was deprived of all regular and overtime wages, was furnished with
22 inaccurate and incomplete wage statements, and was not paid all wages owed at
23 the time of Plaintiff's termination.

24 34. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
25 to represent fairly and adequately the interests of the members of the Classes.
26 Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately
27 represent the members of the Classes and Plaintiff. Plaintiff's attorneys have
28

1 prosecuted numerous wage-and-hour class actions in state and federal courts in the
2 past and are committed to vigorously prosecuting this action on behalf of the
3 members of the classes.

- 4 35. **Superiority:** The California Labor Code is broadly remedial in nature and serves
5 an important public interest in establishing minimum working conditions and
6 standards in California. Similarly, the FLSA is remedial in nature and serves an
7 important public interest in establishing minimum working conditions and
8 standards through the United States. These laws and labor standards protect the
9 working employee from exploitation by employers who have the responsibility to
10 follow the laws and who may seek to take advantage of superior economic and
11 bargaining power in setting onerous terms and conditions of employment. The
12 nature of this action and the laws available to Plaintiff and members of the Classes
13 make the class action format a particularly efficient and appropriate procedure to
14 redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendant would necessarily gain an unconscionable advantage
16 since they would be able to exploit and overwhelm the limited resources of each
17 individual plaintiff with their vastly superior financial and legal resources.
18 Moreover, requiring each member of the Classes to pursue an individual remedy
19 would also discourage the assertion of lawful claims by employees who would be
20 disinclined to file an action against their former and/or current employer for real
21 and justifiable fear of retaliation and permanent damages to their careers at
22 subsequent employment. Further, the prosecution of separate actions by the
23 individual class members, even if possible, would create a substantial risk of
24 inconsistent or varying verdicts or adjudications with respect to the individual class
25 members against Defendant herein; and which would establish potentially
26 incompatible standards of conduct for Defendant; and/ or legal determinations with
27 respect to individual class members which would, as a practical matter, be
28

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

36. As such, the Rule 23 Classes identified above are maintainable as a Class under Rule 23(b)(1) and/or Rule 23(b)(3).

First Claim for Relief - Failure To Pay Wages
(On Behalf of Plaintiff and the California Unpaid Wages Class)

37. Plaintiff re-alleges paragraphs 1 through 36.

38. This cause of action is brought on behalf of the California Unpaid Wages Class pursuant to Labor Code Sections 204, 510, 1194, and 1198, which provide that hourly non-exempt employees are entitled to all overtime wages and compensation for hours worked and provide a private right of action for the failure to pay all compensation for regular and overtime work performed.

39. Plaintiff and members of the California Unpaid Wages Class worked hours for which they were not compensated, including overtime hours.

40. Defendant's policy and practice of failing to pay Plaintiff and members of the California Unpaid Wages Class for time spent waiting to clock in, time spent waiting to check in equipment, and/or time spent waiting in security lines violates California labor laws, and Plaintiff and members of the California Unpaid Wages Class are entitled to the unpaid wages owed, including interest thereon, statutory penalties, civil penalties, attorney's fees, and costs of suit.

Second Claim for Relief - FLSA Violations
(On Behalf of Plaintiff and the FLSA Class)

41. Plaintiff re-alleges paragraphs 1 through 40.

Class, Collective and Representative Action Complaint

- 1 42. This claim is brought pursuant to 29 U.S.C. Sections 206 and 207.
- 2 43. Plaintiff and members of the FLSA Class worked hours for which they were not
- 3 compensated and/or worked in excess of 40 hours per workweek.
- 4 44. Defendant's policy and practice of failing to pay Plaintiff and members of the
- 5 FLSA Class for time spent waiting to clock in, time spent waiting to check in
- 6 equipment, and/or time spent waiting in security lines violates the FLSA's wage
- 7 and overtime requirements including, but not limited to 29 U.S.C. Sections 206
- 8 and 207.
- 9 45. Defendant's policies and practices constitute a willful violation of the FLSA,
- 10 within the meaning of 29 U.S.C. Section 255.
- 11 46. Plaintiffs and members of the FLSA Class are entitled to unpaid wages and/or
- 12 overtime owing, including liquidated damages, attorney's fees, costs, and interest.
- 13

14 **Third Claim for Relief - Waiting Time Penalties**
(On Behalf of Plaintiff and the Waiting Time Penalty Class)

15

- 16 47. Plaintiff re-alleges paragraphs 1 through 46.
- 17 48. Labor Code Section 201 provides in relevant part:
- 18 If an employer discharges an employee, the wages earned and unpaid at the
- 19 time of discharge are due and payable immediately...
- 20 49. Defendant violated Section 201 as to members of the Waiting Time Penalty Class
- 21 who were discharged by willfully failing to pay the wages earned and unpaid upon
- 22 the termination of their employment, including unpaid wages for regular hours
- 23 worked, unpaid overtime, unpaid meal premiums and/or unpaid rest period
- 24 premiums in the manner required by Section 201.
- 25 50. Labor Code Section 202 provides:
- 26 If an employee not having a written contract for a definite period quits his
- 27 or her employment, his or her wages shall become due and payable not later
- 28 than 72 hours thereafter, unless the employee has given 72 hours previous

Class, Collective and Representative Action Complaint

1 notice of his or her intention to quit, in which case the employee is entitled
2 to his or her wages at the time of quitting. .

- 3 51. Defendant violated Section 202 as to Plaintiff and members of the Waiting Time
4 Penalty Class who quit by willfully failing to pay the wages earned and unpaid
5 upon the termination of their employment, including unpaid wages for regular
6 hours worked, unpaid overtime, unpaid meal premiums and/or unpaid rest period
7 premiums in the manner required by Section 202.
- 8 52. Plaintiff and members of the Waiting Time Penalty Class are entitled to
9 compensation pursuant to Labor Code Section 203, plus reasonable attorney's fees
10 and costs of suit.

11 **Fourth Claim for Relief - Wage Statement Violations**
12 **(On Behalf of Plaintiff and the Wage Statement Class)**

- 13 53. Plaintiff re-alleges paragraphs 1 through 52.
- 14 54. Defendant knowingly and intentionally, as a matter of uniform policy and practice,
15 failed to furnish Plaintiff and members of the Wage Statement Class with accurate
16 and complete wage statements regarding their hours worked, total gross wages
17 earned, and total net wages earned in violation of Labor Code Section 226.
- 18 55. Defendant's failure to furnish Plaintiff and members of the Wage Statement Class
19 with complete and accurate itemized wage statements resulted in actual injury
20 because such failures led to, among other things, the non-payment of all their
21 regular and overtime wages and deprived them of the information necessary to
22 identify the discrepancies in Defendant's reported data.
- 23 56. Plaintiff and members of the Wage Statement Class are entitled to damages and/or
24 penalties pursuant to Labor Code Section 226, including statutory penalties, civil
25 penalties, reasonable attorney's fees, and costs of suit.
- 26
27
28

Fifth Claim For Relief - Unfair Competition
(On Behalf of Plaintiff and All Classes)

57. Plaintiff re-alleges paragraphs 1 through 56.
58. In doing the acts alleged above, Defendant have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code Section 17200 *et seq.*
59. Defendant's unfair and/or unlawful business practices have deprived Plaintiff and members of the classes compensation and/or moneys to which they are legally entitled
60. Plaintiff and members of the Classes are entitled to restitution of all moneys withheld, acquired and/or converted by the Defendant pursuant to Business and Professions Code Sections 17203 and 17208.
61. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.
62. Plaintiff was compelled to retain the services of counsel to file this court action to protect Plaintiff's interests and those of the Classes and to enforce important rights affecting the public interest. Plaintiff is entitled to recover attorney's fees and costs pursuant to Code of Civil Procedure Section 1021.5.

Sixth Claim for Relief - Penalties Pursuant to the Private Attorney General Act

63. Plaintiff re-alleges paragraphs 1 through 62.
64. Pursuant to Labor Code Sections 2698, *et seq.*, the Private Attorney General Act of 2004 ("PAGA"), Plaintiff is entitled to recover civil penalties on behalf of himself and other persons who are or were employed by the alleged violator and against whom one or more of the alleged violations was committed.
65. One or more of the alleged violations alleged herein was committed against Plaintiff, and Plaintiff is therefore an "aggrieved employee" under Labor Code Section 2699(c), which provides in relevant part:

(c) For purposes of this part, “aggrieved employee” means any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

66. As alleged above, Defendant have committed Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees.

67. Plaintiff’s attorney gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and to the Defendant identifying violations alleged herein. Once thirty-three days have passed from the date of the mailing of the notice, Plaintiff will seek leave to amend this Complaint to allege exhaustion of the administrative requirements for bringing a claim under PAGA.

68. Labor Code Section 2699(g) provides that any “employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.” Plaintiff has incurred attorney’s fees and costs in pursuing this claim.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendant as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For statutory damages according to proof;
7. For civil penalties according to proof;
8. For restitution according to proof;
9. For injunctive relief according to proof;
10. For costs and attorney’s fees according to proof;
11. For prejudgment interest according to proof;

12. For such other and further relief the Court may deem just and proper.

Dated: October 8, 2013

THE DION-KINDEM LAW FIRM



BY: _____

PETER R. DION-KINDEM, P.C.

PETER R. DION-KINDEM

Attorneys for Plaintiff Taylor Kalin

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial in this case.

Dated: October 8, 2013

THE DION-KINDEM LAW FIRM



BY: _____

PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM
Attorneys for Plaintiff Taylor Kalin

CONSENT OF PLAINTIFF TAYLOR KALIN RE CONSENT TO SUE

I, Taylor Kalin, declare:

1. I am a Plaintiff in the above-captioned action. I have personal knowledge of the following and would and could competently testify thereto if called as a witness.

2. I hereby consent to be joined in this suit against Apple, Inc. under the Fair Labor Standards Act, 29 U.S.C. §§ 206 *et seq.*, for unpaid wages and other relief available under the Act.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: Oct 8th 2013

Taylor Kalin
Taylor Kalin

Exhibit Q

FILED

JUL 25 P 1:52
CLERK OF COURT
SOUTHERN DISTRICT OF CALIFORNIA

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Attorneys for Plaintiffs and the Putative Classes

EDL

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

CV 13 3451

AMANDA FRLEKIN and DEAN PELLE, on
 behalf of themselves and all others similarly
 situated,

Plaintiffs,

v.

APPLE INC., a California corporation,

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT

1 Plaintiffs ("Plaintiffs"), on behalf of themselves and all other similarly situated persons, by and
2 through their undersigned counsel, allege upon personal knowledge as to themselves and upon
3 information and belief as to other matters (which is based on, among other things, their experiences at
4 Defendant's stores, review of Defendant's records, conversations with Defendant's employees and
5 investigation of their counsel), as follows:

6 **NATURE OF ACTION**

7 1. Plaintiffs bring this action on behalf of themselves and all other similarly situated
8 current and former hourly paid and non-exempt Specialists, Lead Specialists and Expert Specialists
9 ("Specialists") and Managers, Senior Managers, Developmental Managers and Business Managers
10 ("Managers," and, together with Specialists, "Apple Hourly Employees") of Defendant Apple Inc.
11 ("Apple" or "Defendant"). The Defendant in this action, by virtue of its management and control over
12 the wages and work of Apple Hourly Employees, is an "employer" under applicable labor law.

13 2. Apple operates as one of the world's largest global technology companies which
14 designs, manufactures and markets mobile communication and media devices, personal computers,
15 and portable digital music players, and sells a variety of related software, services, peripherals,
16 networking solutions, and third-party digital content and applications. Apple has a presence and retail
17 stores in 13 countries, including a permanent presence in California, and employs approximately
18 72,800 people, 42,400 of who work in Apple's retail segment.

19 3. A Specialist's duties include customer support relating to retail sales of Apple
20 products and accessories. Specialists are also required to have knowledge of and be able to perform
21 light diagnostic checks on Apple hardware and software. A Manager's duties include overseeing the
22 Specialists and tending to customer-related needs. Managers are non-exempt hourly paid employees
23 who are entitled to overtime compensation.

24 4. As particularized below, Apple has engaged and continues to engage in illegal and
25 improper wage practices that have deprived Apple Hourly Employees throughout the United States of
26 millions of dollars in wages and overtime compensation. These practices include requiring Apple
27 Hourly Employees to wait in line and undergo two off-the-clock security bag searches and clearance
28 checks when they leave for their meal breaks and after they have clocked out at the end of their shifts.

1 These "personal package and bag searches" are done for the sole benefit of Apple; are a uniform
2 practice and policy in all Apple retail stores nationwide; and are not imposed on Apple's customers.
3 This illegal practice and policy has been known to the Defendant for years and Apple continues to
4 require Apple Hourly Employees to endure these required but uncompensated security checks. For
5 these reasons, Plaintiffs bring this action on behalf of themselves and other Apple Hourly Employees
6 to recover unpaid wages, overtime compensation, penalties, interest, injunctive relief, damages and
7 reasonable attorneys' fees and costs under, among other statutes, the Fair Labor Standards Act (the
8 "FLSA") §§ 201 *et seq.*, Cal. Lab. Code §§ 203, 226(e), 1194, and 1194.2 (the "CLC"), California
9 Unfair Competition Law, Cal Bus. & Prof Code §§ 17200 *et seq.*, and McKinney's Labor Law (the
10 "NYLL"), §§ 190 *et seq.*, §§ 650 *et seq.*, and 12 NYCRR § 142-2.2.

11 JURISDICTION AND VENUE

12 5. This Court has original jurisdiction pursuant to 28 U.S.C. § 1331 because the action
13 involves a federal statute, the FLSA, 29 U.S.C. §216(b).

14 6. This Court has original jurisdiction over all claims in this action under the Class
15 Action Fairness Act ("CAFA") 28 U.S.C. 1332(d). This is a proposed class action in which: (a) there
16 are 100 or more members in each proposed class; (b) at least some members of each proposed class
17 have a different citizenship from the Defendant; and (c) the claims of the proposed class members
18 exceed \$5,000,000.00 in the aggregate.

19 7. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the state law
20 wage and hour claims because those claims derive from a common nucleus of operative fact.

21 8. Venue is proper in the Northern District of California pursuant to 28 U.S.C. §
22 1391(b)(1) and (2) because the Defendant is headquartered in this judicial district and a substantial
23 part of the events giving rise to the claims asserted herein occurred in this judicial district.

24 INTRADISTRICT ASSIGNMENT

25 9. This matter is properly assigned to the San Francisco Division of this District pursuant
26 to Civil Local Rule 3-2(c) because Defendant maintains numerous retail stores within the counties
27 comprising the San Francisco Division and employs numerous hourly non-exempt employees at those
28 locations, who, on information and belief, were subjected to Defendant's mandatory personal package

1 and bag search policy challenged by this action. As stated in Defendant's written rules, the mandatory
2 personal package and bag search policy "appl[ies] to all employees of Apple Inc. and participating
3 subsidiaries in the United States." *See* Apple Employee Policies. Therefore, a substantial part of the
4 events or omissions that give rise to the claims occurred within this Division within the meaning of
5 Civil Local Rule 3-2(c).

6 THE PARTIES

7 Plaintiffs

8 Amanda Frlekin

9 10. Plaintiff, Amanda Frlekin, is a resident of Los Angeles, California. Ms. Frlekin was
10 employed by Apple on a full-time basis as a Specialist at its Century City retail store in Los Angeles,
11 California from August 2010 until April 2013. Ms. Frlekin was paid an hourly rate of between \$12.10
12 and \$15.60. Throughout Ms. Frlekin's employment at Apple, she was required to undergo personal
13 package and bag searches before she was permitted to leave the store for her uncompensated meal
14 breaks and before she was permitted to leave the store after she had clocked out at the end of her
15 shifts. These security checks were significant, integral, indispensable, not a de minimis task or request
16 and done solely for Apple's benefit to prevent employee pilferage. By way of example, during any
17 week of her employment from 2010 through 2013, Ms. Frlekin waited in line to undergo a "personal
18 package and bag search" for at least 5-10 minutes without compensation prior to leaving for all of her
19 uncompensated meal breaks and for at least 10 minutes prior to leaving at the end of all of her shift
20 once she had already clocked out. As a specific example, Ms. Frlekin was required to wait in line for
21 off-the-clock security checks before leaving for her meal break and at the end of her shift for 10-15
22 minutes every day during the week of January 8, 2013 to January 12, 2013. However, because of
23 Defendant's improper uncompensated security check policies as described more fully below, Ms.
24 Frlekin was deprived of wages as required by the FLSA and CLC. During any given week, Ms.
25 Frlekin worked approximately 50 minutes to 1.5 hours of uncompensated overtime. By conservative
26 calculations, this equated over the course of one year to an aggregate amount of approximately \$1,500
27 in uncompensated hours worked and overtime.

1 11. Supervisors employed at Apple retail stores, including Ms. Frlekin's store, had
2 knowledge of and required Plaintiffs to undergo these uncompensated security screenings in
3 accordance with Apple's corporate policy. Supervisors in Ms. Frlekin's California store who were
4 aware of these uncompensated personal package and bag searches include: (1) Danya Bonett, the
5 Store Leader; (2) Erik Kinder, a Senior Manager; (3) Breian Krink, a Senior Store Manager; (4)
6 Heather Harte, a Store Manager; (5) Andrew Chantra, a Store Manager; and (6) Greg Schnieder, a
7 Store Manager. These and other supervisors permitted, required and enforced the corporately derived
8 and mandated security checks and requested that Ms. Frlekin and others similarly situated perform
9 these integral and indispensable duties without proper wages or overtime compensation.

10 **Dean Pelle**

11 12. Plaintiff, Dean Pelle, is a resident of Brooklyn, New York. Mr. Pelle was employed
12 by Apple on a full-time basis as a Specialist at Apple's Lennox Mall retail store in Atlanta, Georgia
13 from 2007 until 2008, then in Apple's Wellington Beach retail store in West Palm Beach, Florida
14 from 2008 until 2009, and finally in Apple's West 14th Street retail store in New York, New York
15 from 2009 until March of 2013. Mr. Pelle was paid an hourly rate of approximately \$18.75.
16 Throughout Mr. Pelle's employment at Apple, he was required to undergo personal package and bag
17 searches before he was permitted to leave the store for his uncompensated meal break and before he
18 was permitted to leave the store after he had clocked out at the end of his shift. These security checks
19 were significant, integral, indispensable, not a de minimis task or request and done solely for Apple's
20 benefit to prevent employee pilferage. By way of example, during any week of his employment from
21 2008 through 2013, Mr. Pelle waited in line to undergo a "personal package and bag search" for at
22 least 5 minutes without compensation prior to leaving for all of his uncompensated meal breaks and
23 for at least 10 minutes prior to leaving at the end of all of his shift once he had already clocked out.
24 As a specific example, Mr. Pelle was required to wait in line for off the clock security checks before
25 leaving for his meal break and at the end of his shift for 10–15 minutes every day during the week of
26 February 19, 2013 to February 23, 2013. As a further specific example, Mr. Pelle was required to
27 wait in line for off the clock security checks before leaving for his meal break and at the end of his
28 shift for 10–15 minutes every day during the week of March 5, 2013 to March 9, 2013. However,

1 because of Defendant's improper uncompensated security check policies as described more fully
2 below, Mr. Pelle was deprived of wages as required by the FLSA and NYLL. During any given
3 week, Mr. Pelle worked approximately 50 minutes to 1.5 hours of uncompensated overtime. By
4 conservative calculations, this equated over the course of one year to an aggregate amount of
5 approximately \$1,400 in uncompensated hours worked and overtime.

6 13. Supervisors employed at Apple retail stores, including Mr. Pelle's store, had
7 knowledge of and required that Apple Hourly Employees undergo these uncompensated security
8 screenings. Supervisors who were aware of these uncompensated "personal package and bag
9 searches" include: (1) Arik Nagel, a Developmental Manager from the West 14th Street store location
10 in New York; (2) Anthony Allicock, a Developmental Manager from the West 14th Street store
11 location in New York; and (3) Peter Jordan, a Senior Manager from the West 14th Street store
12 location in New York. These supervisors, along with numerous others permitted, required and
13 enforced the corporately derived and mandated security checks and requested that Mr. Pelle and
14 others similarly situated perform these integral and indispensable duties without proper straight wages
15 or overtime compensation.

16 **Defendant**

17 14. Apple is a publically traded company which conducts business throughout the United
18 States and abroad. It was established and incorporated under the laws of California and has its
19 principal headquarters in California.

20 15. Apple designs, manufactures and markets mobile communication and media devices,
21 personal computers, and portable digital music players, and sells a variety of related software,
22 services, peripherals, networking solutions, and third-party digital content and applications. Apple
23 employs approximately 72,800 people, 42,400 of whom work in Apple's retail segment.
24 Additionally, Apple operates out of 13 countries, has approximately 390 retail stores and generated
25 net sales of \$156.5 billion in 2012.

26 16. The wages and hours and all of Defendant's related employee compensation policies
27 are and were centrally and collectively dictated, controlled, and ratified. As such, Defendant had the
28 power to control the wage policies and practices described herein through its oversight of day-to-day

1 operating procedures, control over employee work schedules, ability to determine employees' rate of
2 pay, and ability to control Apple's record keeping practices. As such, Defendant is the "employer" –
3 single, joint or otherwise – of Plaintiffs and other members of the proposed classes described below.

4 **FACTUAL ALLEGATIONS**

5 **Background**

6 17. Apple has thousands of hourly paid non-exempt Specialists and Managers. Each
7 Specialist and Manager is employed at a specific Apple retail store, including Plaintiff Amanda
8 Frlekin's Century City store location in California.

9 18. Each Apple retail store has numerous managers who are responsible for overseeing the
10 Specialists and assigning daily tasks. These Managers, who are hourly paid, non-exempt employees,
11 are subject to the same "personal package and bag searches" as those conducted upon Specialists and
12 are members of the putative class that Plaintiffs seek to represent. However, Supervisors and others
13 with executive positions who are paid fixed salaries are not members of the classes that Plaintiffs seek
14 to represent in this action.

15 19. Apple hired Plaintiffs and promised to pay hourly wages for their work. On average,
16 full-time Specialists are paid between minimum wage and \$18.75 per hour and have a standard work
17 week of 40 hours. Moreover, each full-time employee is entitled to a daily unpaid meal break of one
18 hour.

19 20. Apple Hourly Employees are required to clock in when they arrive at work, clock out
20 when they go on a meal break, clock in when they return from a meal break and clock out when they
21 leave for the day. The time-keeping system and the procedures for using it are the same at each Apple
22 retail store. In this regard, Apple uses time tracking software developed by Kronos Inc. The software
23 requires Apple Hourly Employees to enter a username and password to clock in and clock out each
24 day.

25 **Apple's Personal Package and Bag Check Policy Deprives Employees of Compensation When** 26 **They Perform Services For The Defendant's Benefit**

27 21. Pursuant to a uniform nationwide policy originated by Apple, "[a]ll employees,
28 including managers and Market Support employees, are subject to personal package and bag
searches." See Apple Employee Conduct Manual. If an Apple Hourly Employee refuses to submit to

1 this security screening or deviated from the corporate policy in any way, it “could result in
2 disciplinary action, up to and including termination.” *See* Apple Employee Policies. Apple Hourly
3 Employees were and are required to wait in line and be searched for potential or possible store items
4 or merchandise taken without permission and/or other contraband. Thus, at the discretion and control
5 of the Defendant and solely for its benefit, Plaintiffs and other Apple Hourly Employees were and are
6 required to wait in line for security checks for at least 10–15 minutes each day before leaving for their
7 meal break and at the end of their shift after they had already clocked out. This daily 10–15 minute
8 uncompensated waiting time during security checks was done in order to undergo searches for
9 possible contraband and/or pilferage of inventory. Because such screening is designed to prevent and
10 deter employee theft, a concern that stems from the nature of the employee’s work (specifically, their
11 access to high value electronics and merchandise), the security checks and consequential wait time are
12 necessary to the employee’s primary work as retail Specialists and done solely for Apple’s benefit.

13 22. A large number of Specialists and Managers leave for lunch at the same time and/or
14 end their shift at the same time. This creates lengthy lines and backups for managers, members of the
15 security team and others authorized to conduct security screenings who are often times engaged in
16 other job related duties. As a result, Apple Hourly Employees are forced to wait in these lines and
17 undergo lengthy off-the-clock security screenings before they are allowed to leave the premises. This
18 work, done primarily for the employer’s benefit, is time which Apple Hourly Employees should be,
19 but are not compensated for, both straight hours and overtime hours worked in excess of 40 in a week
20 or, in California, in excess of 8 in a day.

21 23. Apple’s corporate employee conduct policy mandates and requires that Specialists
22 “[f]ind a Manager or member of the security team (where applicable) to search [their] bags and
23 packages before [they] left the store.” *See* Apple Employee Conduct Manual. Additionally, the
24 policy forbids Specialists and Managers from leaving the store “prior to having [their] personal
25 package or bag searched by a member of management or the security team (where applicable).” *Id.*
26 Furthermore, these policies are uniform throughout every Apple retail store and “apply to all
27 employees of Apple Inc. and participating subsidiaries in the United States.” *See* Apple Employee
28 Policies. Thus, these uncompensated wait times and security screenings unlawfully deprive all

1 Specialists in Apple's retail stores throughout the country of proper compensation.

2 **FAIR LABOR STANDARDS ACT COLLECTIVE ACTION ALLEGATIONS**

3 24. The preceding paragraphs are incorporated by reference as if fully set forth herein.

4 25. Plaintiffs, Amanda Frlakin and Dean Pelle, bring the FLSA collective claim described
5 below on behalf of themselves and all other persons similarly situated pursuant to 29 U.S.C. §§ 207
6 and 216(b), specifically, on behalf of:

7 All Apple Hourly Employees who worked in an Apple, Inc. retail store in the United
8 States, who are or were employed within the three years preceding the filing of this
9 action by the Defendant, and who were: (a) not compensated for off-the-clock time
10 spent waiting in security screening lines and undergoing personal package and bag
searches before being allowed to leave the premises; and/or (b) were not fully
compensated for this time worked over forty hours per week at overtime rates (the
"FLSA Collective Class").

11 26. Excluded from the FLSA Collective Class are Defendant, its legal representatives,
12 officers, directors, assigns, and successors, or any individual who has or had a controlling interest in
13 Apple. Also excluded are persons and entities who submit timely and otherwise proper requests for
14 exclusion from the FLSA Collective Class.

15 27. Plaintiffs are unable to state the exact number of class members without discovery of
16 Defendant's books and records but estimate the class to exceed several thousand individuals.

17 28. Defendant improperly benefited from Plaintiffs' and the FLSA Collective Class
18 members' uncompensated work while waiting in lengthy security check lines and undergoing personal
19 package and bag searches. Defendant also failed to pay Plaintiffs and members of the FLSA
20 Collective Class time-and-one-half their regular rate of pay for hours worked beyond forty hours in a
21 workweek.

22 29. Defendant's unlawful conduct has been widespread, repeated and consistent.
23 Moreover, Defendant's conduct was willful and in bad faith and has caused significant damages to
24 Plaintiffs and the FLSA Collective Class.

25 30. Defendant is liable under the FLSA for failing to properly compensate Plaintiffs and
26 the FLSA Collective Class, and, as such, notice should be sent out to the FLSA Collective Class.
27 There are numerous similarly situated, current and former employees of the Defendant who have been
28 denied wages in violation of the FLSA who would benefit from the issuance of a Court-supervised

1 notice of the present lawsuit and the opportunity to join in the action. Those similarly situated
2 employees are known to Defendant and are readily identifiable through Defendant's records.

3 **CALIFORNIA STATE LAW CLASS ACTION ALLEGATIONS**

4 31. The preceding paragraphs are incorporated by reference as if fully set forth herein.

5 32. Plaintiff Amanda Frlekin brings the California state claims described below on behalf
6 of herself and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf
7 of a Class consisting of:

8 All Apple Hourly Employees who worked in an Apple, Inc. retail store in the State of
9 California, who are or were employed within the four years preceding the filing of this
10 action by the Defendant, and who were: (a) not compensated for off-the-clock time
11 spent waiting in security screening lines and undergoing personal package and bag
12 searches before being allowed to leave the premises; and/or (b) were not fully
13 compensated for this time worked over eight hours per day and/or forty hours per week
14 at overtime rates (the "California Class").

15 33. Excluded from the California Class are Defendant, its legal representatives, officers,
16 directors, assigns, and successors, or any individual who has or had a controlling interest in Apple.
17 Also excluded are persons and entities who submit timely and otherwise proper requests for exclusion
18 from the California Class.

19 34. Apple operates numerous facilities and employs thousands of Apple Hourly
20 Employees in California and systematically fails and refuses to pay them for all compensable hours
21 worked. The members of the California Class are so numerous that joinder of all members in one
22 proceeding is impracticable.

23 35. Plaintiff's claims are typical of the claims of other California Class members because
24 they were hourly-wage, non-exempt employees who were not compensated for work performed at the
25 employer's request while waiting in lengthy security check lines and undergoing personal package and
26 bag searches. Plaintiffs and other California Class members have sustained similar types of damages
27 as a result of Defendant's failure to comply with the CLC. Plaintiffs and other California Class
28 members have been injured in that they have been uncompensated or under-compensated due to
Defendant's common policies, practices, and patterns of conduct.

1 36. Plaintiffs will fairly and adequately protect the interests of the California Class.
2 Plaintiffs have retained counsel competent and experienced in complex class action and wage and
3 hour litigation. There is no conflict between the Plaintiffs and the California Class.

4 37. Common questions of law and fact exist as to the California Class that predominate
5 over any questions solely affecting them individually and include, but are not limited to, the
6 following:

- 7 (a) Whether Defendant failed and/or refused to pay Plaintiffs and the California
8 Class for all of the compensable time that they worked for Defendant while
9 waiting in lengthy security check lines and undergoing personal package and
10 bag searches in violation of the California Unfair Competition Law, Cal. Bus.
11 & Prof Code § 17200 *et seq.*, and the CLC and related regulations (CLC §§
12 510, 1194, and 1197 and Cal Wage Order No. 4);
13 (b) Whether Defendant failed to keep true and accurate time records for all hours
14 worked by their employees as required by CLC § 226;
15 (c) Whether Defendant correctly compensated members of the California Class for
16 hours worked in excess of forty per workweek;
17 (d) Whether Defendant correctly compensated members of the California Class for
18 hours worked in excess of eight per day;
19 (e) Whether Defendant engaged in a pattern and/or practice in California of
20 forcing, coercing, and/or permitting Plaintiffs and California Class members to
21 perform work for Defendant's benefit which was not compensated;
22 (f) Whether Defendant's policy of failing to pay workers was instituted willfully
23 or with reckless disregard of the law;
24 (g) Whether Defendant failed to comply with CLC §§ 201 and 202 *et seq.* and is
25 thus subject to a waiting time penalty under CLC § 203; and
26 (h) The nature and extent of class-wide injury and the measure of damages for
27 those injuries.
28

1 38. Class action treatment is superior to any alternatives for the fair and efficient
2 adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly
3 situated persons to prosecute their common claims in a single forum simultaneously, efficiently and
4 without the duplication of effort and expense that numerous individual actions would entail.
5 Individual class members' damages are inadequate to justify the costs of prosecuting their claims in
6 any manner other than a class action. No difficulties are likely to be encountered in the management
7 of this class action that would preclude its maintenance as a class action, and no superior alternative
8 exists for the fair and efficient adjudication of this controversy. Members of the California Class are
9 readily identifiable from Defendant's own records.

10 39. Prosecution of separate actions by individual members of the California Class would
11 create the risk of inconsistent or varying adjudications with respect to individual members of the
12 California Class that would establish incompatible standards of conduct for the Defendant.

13 40. Without a class action, Defendant will retain the benefit of its wrongdoing and will
14 continue a course of action that will result in further damages to Plaintiffs and the California Class.

15 **NEW YORK CLASS ACTION ALLEGATIONS**

16 41. The preceding paragraphs are incorporated by reference as if fully set forth herein.

17 42. Plaintiff, Dean Pelle, brings the New York state claims described below on his own
18 behalf and as a class action pursuant to Federal Rule 23 on behalf of a Class consisting of:

19 All Apple Hourly Employees who worked in an Apple, Inc. retail store in the State of
20 New York, who are or were employed within the six years preceding the filing of this
21 action by the Defendant, and who were: (a) not compensated for off-the-clock time
22 spent waiting in security screening lines and undergoing personal package and bag
searches before being allowed to leave the premises; and/or (b) were not fully
compensated for this time worked over forty hours per week at overtime rates (the
"New York Class").

23 43. Excluded from the New York Class are Defendant, its legal representatives, officers,
24 directors, assigns, and successors, or any individual who has or had a controlling interest in Apple.
25 Also excluded are persons and entities who submit timely and otherwise proper requests for exclusion
26 from the New York Class.

27 44. Apple operates numerous facilities and employs thousands of Apple Hourly
28 Employees in New York State and systematically fails and refuses to pay them for all compensable

1 hours worked. The members of the New York Class are so numerous that joinder of all members in
2 one proceeding is impracticable.

3 45. Plaintiff's claims are typical of the claims of other New York Class members because
4 they were hourly-wage employees who were not compensated for work performed at the employer's
5 request while waiting in lengthy security check lines and undergoing personal package and bag
6 searches. Plaintiff and other New York Class members have sustained similar types of damages as a
7 result of Defendant's failure to comply with the NYLL. Plaintiff and other New York Class members
8 have been injured in that they have been uncompensated or under-compensated due to Defendant's
9 common policies, practices, and patterns of conduct.

10 46. Plaintiffs will fairly and adequately protect the interests of the New York Class.
11 Plaintiffs have retained counsel competent and experienced in complex class action and wage and
12 hour litigation. There is no conflict between Plaintiff and the New York Class.

13 47. Common questions of law and fact exist as to the New York Class that predominate
14 over any questions solely affecting them individually and include, but are not limited to, the
15 following:

- 16 (a) Whether Defendant failed and/or refused to pay Plaintiffs and the New York
17 Class for all of the compensable time that they worked for Defendant while
18 waiting in lengthy security check lines and undergoing personal package and
19 bag searches;
- 20 (b) Whether Defendant failed to keep true and accurate time records for all hours
21 worked by their employees as required by New York Labor Law §§ 190 *et seq.*
22 and 654 *et seq.*;
- 23 (c) Whether Defendant correctly compensated members of the New York Class
24 for hours worked in excess of forty per workweek;
- 25 (d) Whether Defendant failed to comply with the posting and notice requirements
26 of the NYLL;
- 27 (e) Whether Defendant engaged in a pattern and/or practice in New York of
28 forcing, coercing, and/or permitting Plaintiff and New York Class members to

1 perform work for Defendant's benefit which was not compensated;

2 (f) Whether Defendant's policy of failing to pay workers was instituted willfully
3 or with reckless disregard of the law; and

4 (g) The nature and extent of class-wide injury and the measure of damages for
5 those injuries.

6 48. Class action treatment is superior to any alternatives for the fair and efficient
7 adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly
8 situated persons to prosecute their common claims in a single forum simultaneously, efficiently and
9 without the duplication of effort and expense that numerous individual actions would entail.
10 Individual class members' damages are inadequate to justify the costs of prosecuting their claims in
11 any manner other than a class action. No difficulties are likely to be encountered in the management
12 of this class action that would preclude its maintenance as a class action, and no superior alternative
13 exists for the fair and efficient adjudication of this controversy. Members of the New York Class are
14 readily identifiable from Defendant's own records.

15 49. Prosecution of separate actions by individual members of the New York Class would
16 create the risk of inconsistent or varying adjudications with respect to individual members of the New
17 York Class that would establish incompatible standards of conduct for the Defendant.

18 50. Without a class action, Defendant will retain the benefit of its wrongdoing and will
19 continue a course of action that will result in further damages to Plaintiffs and the New York Class.

20 **FIRST CLAIM FOR RELIEF**

21 **Violations of the Fair Labor Standards Act**

22 **(On Behalf of All Plaintiffs and the FLSA Collective Class)**

23 51. The preceding paragraphs are incorporated by reference as if fully set forth herein.

24 52. At all relevant times, Defendant has been, and continues to be, an "employer" engaged
25 in interstate commerce and/or in the production of goods for commerce, within the meaning of the
26 FLSA, 29 U.S.C. § 203. At all relevant times, Defendant has employed and continues to employ,
27 employees, including Plaintiffs and each of the members of the FLSA Collective Class.
28

1 53. Plaintiffs consent in writing to be a part of this action pursuant to FLSA, 29 U.S.C. §
2 216(b), and attached hereto as Exhibit A is a copy of Plaintiffs' Opt-in forms. As this case proceeds, it
3 is likely that other individuals will sign consent forms and join as Plaintiffs.

4 54. The FLSA requires each covered employer such as the Defendant to compensate all
5 non-exempt employees at a rate of not less than one and one-half times the regular rate of pay for
6 work performed in excess of forty hours per workweek. The FLSA also requires each covered
7 employer to pay the minimum wage for all hours worked.

8 55. Plaintiffs and the members of the FLSA Collective Action were and are entitled to be
9 paid minimum wage and overtime compensation for all hours worked.

10 56. Defendant, pursuant to its policies and practices, failed and refused to pay minimum
11 wage and overtime premiums to Plaintiffs and the members of the FLSA Collective Class for all of
12 their hours worked in excess of 40 hours per week. Plaintiffs do not assert any claims for "Gap Time"
13 (uncompensated work performed under 40 hours per week) under the FLSA.

14 57. By failing to compensate Plaintiffs and the members of the FLSA Collective Class for
15 minimum wage and overtime compensation, Defendant has violated, and continues to violate, the
16 FLSA, 29 U.S.C. § 201, *et seq.*

17 58. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA, within
18 the meaning of 29 U.S.C. § 255(a).

19 59. Plaintiffs, on behalf of themselves and the FLSA Collective Class, seek damages in
20 the amount of their unpaid wages and overtime compensation, interest, and such other legal and
21 equitable relief as the Court deems just and proper.

22 60. Plaintiffs, on behalf of themselves and the FLSA Collective Class, seek recovery of
23 attorney's fees and costs, to be paid by the Defendant, as provided by the FLSA, 29 U.S.C. § 216(b).

24 **SECOND CLAIM FOR RELIEF**

25 **Violations of the California Labor Code – Nonpayment of Minimum and Overtime Wages**
26 **(Cal. Lab. Code §§ 1194, 1194.2)**

27 **(On Behalf of Plaintiff Amanda Frielekin and the California Class)**

28 61. The preceding paragraphs are incorporated by reference as if fully set forth herein.

1 62. Plaintiff Amanda Frlekin and members of the California Class were employees of
2 Apple, while Apple was the employer of Plaintiffs and members of the California Class within the
3 meaning of the California Labor Code and Wage Order 4.

4 63. Defendants have willfully failed to pay the minimum and overtime wages due as set
5 forth in the preceding paragraphs of this Complaint to Plaintiff Frlekin and members of the California
6 Class.

7 64. Plaintiff Frlekin and members of the California Class were entitled to be paid no less
8 than minimum wage for all hours worked up to forty in a workweek, and overtime compensation at
9 not less than one and one-half times their regular rates of pay for all hours worked in excess of eight
10 hours per day and/or forty hours in a workweek pursuant to Cal. Lab. Code § 510.

11 65. Apple was not and is not permitted by state or federal law, or by order of a court of
12 competent jurisdiction, to withhold or divert any portion of the Plaintiff's and the California Class'
13 unpaid minimum or overtime wages sought in this lawsuit.

14 66. Apple was not authorized by Plaintiff or any California Class members to withhold,
15 divert or deduct any portion of their unpaid minimum or overtime wages sought in this lawsuit.

16 67. Pursuant to Cal. Lab. Code § 1194, employers such as Defendant who fail to pay an
17 employee minimum or overtime wages in conformity with California law shall be liable to the
18 employee for those unpaid wages, plus interest, reasonable attorneys' fees, and costs of suit. Pursuant
19 to Cal. Lab. Code § 1194.2, employers such as Defendant who fail to pay an employee at least the
20 minimum wage for all hours worked shall be liable to the employee for liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon.

22 68. Apple has violated the CLC by failing to pay Plaintiff and the members of the
23 California Class minimum wages for all compensable time and by failing to pay Plaintiff and the
24 members of the California Class for overtime payable at one and one-half times the employees'
25 regular rates of pay.

26 69. Plaintiff, on behalf of herself and the California Class, seeks the amount of
27 underpayments based on Defendant's failure to pay wages of at least the minimum wage and
28 uncompensated overtime for all hours worked, as provided by the CLC, plus interest, liquidated

1 damages, attorneys' fees, costs, and such other legal and equitable relief as the Court deems just and
2 proper.

3 **THIRD CLAIM FOR RELIEF**

4 **Violations of the California Unfair Competition Law**
5 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

6 **(On Behalf of Plaintiff Amanda Frlekin and the California Class)**

7 70. The preceding paragraphs are incorporated by reference as if fully set forth herein.

8 71. The California Unfair Competition Law ("UCL") prohibits Defendant from engaging
9 in unfair competition, which means "any unlawful, unfair or fraudulent business act or practice." Cal.
10 Bus. & Prof. Code §§ 17200 *et seq.*

11 72. Defendant's conduct alleged above constitutes an "unlawful" business act or practice
12 within the meaning of the UCL because it violates each of the following laws:

- 13 (a) Cal. Lab. Code § 1197 (requiring payment of at least minimum wage for all
14 hours worked);
15 (b) Cal. Lab. Code § 510 (requiring payment of overtime at the rate of one-and-
16 one-half times the employee's regular rate of pay for all hours worked in
17 excess of eight in a day or 40 in a week);
18 (c) Cal. Lab. Code §§ 201 and 202 (requiring timely payment to employees who
19 have been discharged or quit of all wages earned and unpaid);
20 (d) IWC Wage Order 4 (8 Cal. Code Regs. § 11040); and
21 (e) The FLSA.

22 73. Plaintiff Frlekin lost money or property as a result of Defendant's unlawful conduct,
23 because if Defendant had complied with the law, Plaintiff Frlekin would have been timely paid at least
24 minimum wage for all time spent waiting in lengthy security check lines and undergoing personal
25 package and bag searches, and she would have been paid overtime for all such time worked that
26 exceeded eight hours in a day or forty hours in a week.

27 74. Plaintiff Frlekin and members of the California Class are entitled to restitution of all
28 sums Defendant may have acquired by means of Defendant's unlawful conduct, as well as injunctive
relief, costs of suit, and such other relief as the Court may deem proper.

FOURTH CLAIM FOR RELIEF**Violations of California Labor Code – Wage Statement Penalties
(Cal. Lab. Code § 226)****(On Behalf of Plaintiff Amanda Frlekin and the California Class)**

75. The preceding paragraphs are incorporated by reference as if fully set forth herein.

76. Cal. Labor Code § 226(a) requires every employer, including Defendant, to furnish each employee, semimonthly or at the time of each payment of wages, an accurate itemized wage statement, in writing, showing the total hours worked by the employee and the net wages earned. Similarly, Wage Order 4 requires employers to keep accurate information regarding each employee, including time records showing when the employee begins and ends each work period, and total hours worked in the payroll period. 8 Cal. Code Regs. § 11040, ¶7(A).

77. Defendant violated section 226(a) and Wage Order 4 by failing to maintain accurate records and by failing to furnish each employee with accurate itemized wage statements either semimonthly or for each pay period that reflected all time spent waiting in line for security checks and undergoing personal package and bag searches. Defendant's refusal to properly record this time, to include it in its itemized wage statements, or to properly pay its employees for this time was willful and intentional. As a result of these violations, Plaintiff and members of the California Class suffered injury because they were not paid for all hours worked.

78. Pursuant to Cal. Labor Code § 226(e), Plaintiff and each member of the California Class is entitled to a penalty in the amount of \$50 for the initial pay period in which a violation occurred, and a penalty of \$100 for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000, as well as costs of suit and attorneys' fees. Pursuant to Cal. Labor Code § 226(f), each currently-employed member of the California Class is entitled to injunctive relief to ensure Defendant's compliance with section 226.

FIFTH CLAIM FOR RELIEF**Violations of California Labor Code – Waiting Time Penalties
(Cal. Lab. Code §§ 201, 202, 203)****(On Behalf of Plaintiff Amanda Frlekin and the California Class)**

79. The preceding paragraphs are incorporated by reference as if fully set forth herein.

89. Plaintiff, on behalf of himself and the New York Class, seek the amount of underpayments based on Defendant's failure to pay straight wages of at least the minimum wage for all hours worked, as provided by the New York Labor Law, and such other legal and equitable relief as the Court deems just and proper.

(On Behalf of Plaintiff Dean Pelle and the New York Class)

93. By Defendant's knowing and/or intentional failure to pay Plaintiff and the members of the New York Class overtime wages for hours worked in excess of forty hours per week, it has willfully violated NYLL Article 19, §§ 650 *et. seq.*, and the supporting New York State Department of Labor Regulations.

1 94. Due to Defendant's violations of the NYLL, Plaintiff and the members of the New
2 York Class are entitled to recover from the Defendant their unpaid overtime wages, reasonable
3 attorneys' fees and costs of the action, and pre-judgment and post-judgment interest.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, all Plaintiffs, individually and on behalf of the FLSA Collective Class, seek
6 the following relief:

7 A. Designation of this action as a collective action on behalf of the FLSA Collective
8 Class (asserting FLSA claims) and prompt issuance of notice pursuant to 29 U.S.C. §216(b) to all
9 similarly situated members, apprising them of the pendency of this action, and permitting them to
10 assert timely FLSA claims in this action by filing individual Plaintiff Consent Forms pursuant to 29
11 U.S.C. § 216(b);

12 B. Designation of Plaintiffs as the Representatives of the FLSA Collective Class;

13 C. Appointment of Plaintiffs' counsel as Lead Counsel for the FLSA Collective Class;

14 D. A declaratory judgment that the practices complained of herein are unlawful under the
15 FLSA, and injunctive relief requiring termination or modification of the unlawful practices
16 challenged in this Complaint, including Defendant's improper requirement that Apple Hourly
17 Employees wait in lengthy security check lines and undergo personal package and bag searches
18 without compensation for their time;

19 E. An award of damages, according to proof, including but not limited to unpaid
20 overtime wages and lost benefits, to be paid by the Defendant;

21 F. An award of costs incurred herein, including expert fees;

22 G. An award of attorneys' fees pursuant to 29 U.S.C. § 216;

23 H. An award of pre-judgment and post judgment interest, as provided by law; and

24 I. All such other relief as this Court shall deem just and proper.

1 **WHEREFORE**, Plaintiff Amanda Frekin, individually and on behalf of the California Class,
2 seeks the following relief:

3 A. Certification of this action as a class action pursuant to Federal Rule 23 and the
4 appointment of Plaintiffs as the representative of the California Class and Plaintiffs' counsel as Lead
5 Counsel for the California Class;

6 B. An award to Plaintiff and members of the California Class of damages for the amount
7 of unpaid minimum wages in addition to interest subject to proof;

8 C. An award to Plaintiff and members of the California Class of damages for the amount
9 of unpaid overtime in addition to interest subject to proof;

10 D. An award to Plaintiff and members of the California Class of any waiting time
11 penalties under § 203 *et seq.* of the CLC;

12 E. An award to Plaintiff and members of the California Class of any itemized wage
13 statement penalties under § 226 of the CLC;

14 F. An award to Plaintiff and members of the California Class of restitution under the
15 UCL;

16 G. An award to Plaintiff and the members of the California Class of reasonable attorneys'
17 fees and costs pursuant to the CLC;

18 H. An award of pre- and post-judgment interest on all monetary relief prayed for above,
19 as may be permitted by law;

20 I. An award of attorneys' fees pursuant to sections 226(e) and 1194 of the CLC and/or
21 pursuant to Cal. Code of Civ. Procedure section 1021.5;

22 J. An award of costs of suit;

23 K. A declaratory judgment that the practices complained of herein are unlawful under the
24 CLC and/or the UCL, and injunctive relief requiring termination or modification of the unlawful
25
26
27
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1 practices challenged in this Complaint, including Defendants' improper requirement that Apple
2 Hourly Employees wait in lengthy security check lines and undergo personal package and bag
3 searches without compensation for their time;

4 L. All such other relief as this Court shall deem just and proper.

5 **WHEREFORE**, Plaintiff Dean Pelle, individually and on behalf of the New York Class,
6 seeks the following relief:
7

8 A. Certification of this action as a class action under Rule 23 and the appointment of
9 Plaintiff as the representatives of the New York Class and Plaintiff's counsel as Lead Counsel for the
10 New York Class;

11 B. An award to Plaintiff and members of the New York Class of damages for the amount
12 of unpaid straight wages in addition to interest subject to proof;

13 C. An award to Plaintiff and members of the New York Class of damages for the amount
14 of unpaid overtime in addition to interest subject to proof;

15 D. An award to Plaintiff and members of the New York Class of reasonable attorneys'
16 fees and costs pursuant to the NYLL;

17 E. A declaratory judgment that the practices complained of herein are unlawful under the
18 NYLL, and injunctive relief requiring termination or modification of the unlawful practices
19 challenged in this Complaint, including Defendant's improper requirement that Apple Hourly
20 Employees wait in lengthy security check lines and undergo personal package and bag searches
21 without compensation for their time;
22
23

24 F. All such other relief as this Court shall deem just and proper.
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all issues so triable.

DATED: July 25, 2013

By: 
Kimberly A. Kralowec

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lg@louisginsberglawoffices.com

Attorneys for Plaintiffs and the Putative Classes

EXHIBIT A

I consent to be a party plaintiff in a lawsuit against Apple Inc. and/or related entities in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b). I hereby designate The Law Firm of Louis Ginsberg, P.C. and McLaughlin & Stern, LLP to represent me in such a lawsuit.


Signature

06/21/2013

Dated

Amanda-Faith Frlekin

Full Legal Name (print)

REDACTED

Address

REDACTED

City, State

Zip Code

I consent to be a party plaintiff in a lawsuit against Apple Inc. and/or related entities in order to seek redress for violations of the Fair Labor Standards Act pursuant to 29 U.S.C. § 216(b). I hereby designate The Law Firm of Louis Ginsberg, P.C. and McLaughlin & Stern, LLP to represent me in such a lawsuit.

Dean N. Pelle
Signature

5/29/13
Dated

Dean N. Pelle
Full Legal Name (print)

REDACTED

Address

REDACTED

City, State

Zip Code

Exhibit R

[IMPORTANT NOTICE REGARDING YOUR RIGHTS]

NOTICE OF COURT CONDITIONAL CERTIFICATION OF COLLECTIVE ACTION IN WAGE AND HOUR LAWSUIT AGAINST APPLE, INC.

Amanda Frlekin et al. v. Apple Inc. 3:13-cv-3451-WHA
U.S. District Court for the Northern District of California

This Notice and its contents have been authorized by the U.S. District Court for the Northern District of California. However, the Court has not yet expressed any opinion about the merits of the claims asserted or the defenses raised, and you should not interpret the sending of this Notice as any indication of the Court's opinion of the ultimate outcome of the Lawsuit.

TO: ALL NON-EXEMPT HOURLY PAID PERSONS EMPLOYED AS GENIUSES, SPECIALISTS OR MANAGERS BY APPLE, INC. IN ONE OF ITS RETAIL STORES IN THE UNITED STATES FROM JULY 25, 2010 TO THE PRESENT.

INTRODUCTION

You have received this Notice because Apple Inc. ("Apple") records indicate that you may be eligible to join a lawsuit involving the alleged failure to pay wages and overtime compensation in a collective action entitled *Amanda Frlekin et al. v. Apple Inc.* 3:13-cv-3451-WHA (the "Lawsuit"). The Lawsuit has been filed in the U.S. District Court for the Northern District of California.

The Lawsuit alleges that Apple has denied Geniuses, Specialists and Managers (the "Hourly Employees") wages and overtime compensation under federal law (specifically, the Fair Labor Standards Act [the "FLSA"]) by requiring them, without pay, to undergo personal package and bag searches after clocking out from their stores. The Lawsuit seeks recovery of unpaid overtime compensation, liquidated damages and other relief on behalf of Hourly Employees. Apple denies any wrongdoing or liability in the Lawsuit. The Court conditionally certified the Lawsuit to proceed as a "collective action" on behalf of Hourly Employees who worked in one of Apple's retail stores in the United States from July 25, 2010 to the present.

YOUR RIGHT TO PARTICIPATE IN THE LAWSUIT

If you fit the Hourly Employee definition above, you may join the Lawsuit by completing and mailing the attached "Consent to Join" form at the following address, in the enclosed self addressed envelope with pre-paid postage.

[INSERT CLAIM ADMINISTRATOR CONTACT INFORMATION]

TO JOIN THIS LAWSUIT, YOU MUST SIGN, DATE, AND MAIL THE "CONSENT TO JOIN" FORM. IF THE FORM IS NOT TURNED IN 60 DAYS FROM THE MAILING DATE, _____, 2013, YOU WILL NOT BE ABLE TO ASSERT CLAIMS UNDER THE FLSA.

Without sending the "Consent to Join" form, you are not automatically a party to this Lawsuit, nor are you required to become a party.

EFFECT OF JOINING THIS LAWSUIT

If you choose to join this Lawsuit, you may be required to provide information relevant to the Lawsuit in the form of deposition or courtroom testimony. If you join the Lawsuit, you will be bound by the judgment or settlement, whether it is favorable or unfavorable. If the judgment is unfavorable, Apple may request that you pay certain costs, which you and/or Plaintiffs' Counsel have the right to oppose. Further, if you join the Lawsuit, you designate the collective action representatives as your agents to make decisions on your behalf concerning the litigation.

COUNSEL FOR PLAINTIFFS

If you choose to join this Lawsuit and agree to be represented by the named Plaintiffs through their attorneys, your counsel in this case will be the McLaughlin & Stern, LLP, The Law Office of Ginsberg, P.C. and The Kralowec Law Group.

Alternatively, you may join this Lawsuit and retain counsel of your own choosing at your own expense. If you wish to retain your own counsel, your attorney must file your "Consent to Join" form with the Court within **60 DAYS FROM THE MAILING DATE**, _____, 2013 and enter an appearance.

IF YOU CHOOSE NOT TO JOIN THIS LAWSUIT

If you choose not to join the collective action, you will not be affected by any judgment rendered or settlement reached in this case. Further, you will be free to file your own lawsuit in any court where such a lawsuit may properly be brought. **IF YOU DO NOT WISH TO BE A PART OF THIS LAWSUIT, THEN DO NOT RETURN THE ATTACHED 'CONSENT TO JOIN' FORM.**

NO RETALIATION IS PERMITTED

Federal law prohibits Apple from discriminating or retaliating against you for joining or deciding not to join in this Lawsuit.

FURTHER INFORMATION

If you have questions about this Notice, the Consent to Join Form, or the Lawsuit generally, you may contact Plaintiffs' counsel, Brett R. Gallaway of McLaughlin & Stern, LLP or Matthew Cohen of The Law Offices of Louis Ginsberg or at:

Brett R. Gallaway, Esq.
McLaughlin & Stern
260 Madison Avenue
New York, NY 10016

Telephone: (212) 448-1100
bgallaway@mclaughlinstern.com

OR

Matthew Cohen, Esq.
The Law Offices of Louis Ginsberg, P.C.
1613 Northern Boulevard
Roslyn, NY 11576

Telephone: (516) 625-0105
matthewcohen21@gmail.com

Please do not contact the Court or the Court clerk with questions about this Lawsuit.

CONSENT TO JOIN FORM

Consent to join under the Fair Labor Standards Act

**THIS FORM MUST BE TURNED IN 60 DAYS FROM THE MAILING DATE,
_____,
2013 OR YOU WILL NOT BE A PART OF THIS LAWSUIT**

I work or worked for Apple Inc., at one or more of its retail stores in the United States as a non-exempt hourly employee.

I consent to join the Fair Labor Standards Act collective action entitled *Amanda Frlekin et al. v. Apple Inc.* 3:13-cv-3451-WHA to recover unpaid overtime wages under the federal Fair Labor Standards Act, 29 U.S.C. §216 (b).

I choose to be represented in this matter by the named Plaintiff and counsel (McLaughlin & Stern, LLP, The Law Office of Ginsberg, P.C. and The Kralowec Law Group) in this action.

Name: _____

Address: _____

Number/Street

City

State

Zip Code

Telephone: _____ Email: _____

Signature: _____ Dated: _____

Please return in the accompanying postage pre-paid envelope to:

[INSERT CLAIMS ADMINISTRATOR CONTACT INFORMATION]

Exhibit S

Home ▶

Event	Result
Unplanned sick day (unless an approved leave under a separate policy)	One occurrence (consecutive days of sickness count as one occurrence)
Unplanned day off for personal reasons	One occurrence
Failure to Report (Failing to notify a manager of your absence within 60 minutes after your scheduled start time)	One occurrence and one attendance warning
Arriving 11 minutes or more after the start of your shift	One occurrence
Returning late from your scheduled break or lunch (no grace period applicable)	One occurrence
Departing early from your shift	One occurrence
Failing to notify a manager of your tardiness within 60 minutes after your scheduled start time	One occurrence and one attendance warning

Do

- 🕒 Managers should use these policies to determine whether to apply an occurrence.
- 🕒 Managers should partner with their HR Leader and Market Leader before terminating an employee for attendance.
- 🕒 Contact Apple's Leave Administrator if you need to be gone from work for three or more days.
- 🕒 Clock out in and out consistently. We want you to be paid for the time you work.
- 🕒 Inform your management team as soon as you know you will be late or absent from work.

Apple Internal Use Only. Updated January 21, 2013, by Retail Scheduling and Retail HR. Version 1.0. United States.
 "Shake to Feedback" and choose Support for questions or comments about this policy.